

Cooperative Agreement
Between
U.S. Army Corps of Engineers
And the
Meeting of the Rivers Foundation, Inc.

This Cooperative Agreement (hereinafter referred to as the "Agreement") is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, St. Louis District, (hereinafter referred to as the "Corps") and the Meeting of the Rivers Foundation, Inc., (hereinafter referred to as the "Foundation"), acting through the Chairman of the Board of Directors or the Board's designee. The Foundation meets all the requirements of a cooperating association as defined by Corps regulation.

WITNESSETH;

WHEREAS, it is the purpose of the Corps to manage, protect, and interpret the natural, cultural, and man-made resources on the public lands and waters within the Rivers Project jurisdiction (Pools 24, 25, 26, 27 and the lower 80 miles of the Illinois River) for the many benefits of the people of the United States; and,

WHEREAS, the Corps operates its program for the benefit of the public and desires to provide facilities for visitor services for the interpretation of the river related activities and materials of interpretive and educational value which relate to the cultural and natural history, and historical development of the river and Corps management activities; and,

WHEREAS, the Corps and the Foundation mutually recognize there are significant national public benefits to comprehensive interpretive programs on the river for the perpetuation of national pride and preservation of river heritage; and,

WHEREAS, the Foundation has as its primary purpose to support and benefit the acquisition, maintenance, and replacement of exhibits at the National Great Rivers Museum, the Visitor Center located at Melvin Price Locks and Dam, Alton, IL, and intends to assist the Corps in its presentation to the public of the natural, cultural, historical, economical, environmental, recreational and man-made features of the Rivers Project areas through programs, exhibits and materials; and,

WHEREAS, the Foundation as part of its charitable, educational, and auxiliary general purposes intends to assist the Corps in its natural resource management programs, activities, and interpretive functions to benefit and educate the general public; and,

WHEREAS, the Corps has the authority, pursuant to Section 4 of the 1944 Flood Control Act, 16 U.S.C. 460d, to permit the maintenance and operation of recreational facilities at water resource development projects by local interests and may enter into leases with non-profit organizations for park and recreational purposes; and,

WHEREAS, the Corps has the authority pursuant to the Federal Water Recreation Act, Public Law 89-72; The National Historic Preservation Act, as amended, Public Law 89-665; the National Environmental Policy Act, Public Law 89-190; and the Archeological Resource Protection Act, as amended, Public Law 96-95, to provide Natural Resources Management programs, activities and interpretive functions; and,

WHEREAS, the Corps wishes to accept and the Foundation wishes to provide the hereinafter described interpretive and educational services to the visiting public at the Rivers Project Area.

NOW, THEREFORE, the parties agree as follows:

1. The Corps authorizes the Foundation to provide, and the Foundation agrees to provide, the hereinafter-described interpretive and educational services to the visiting public.

2. CORPS RESPONSIBILITIES:

A. Timely Review and Approval

The Corps agrees to review and give necessary approval or disapproval in a timely manner to the Foundation for any and all proposals, programs, special events, suggestions, and other activities in which the Foundation might wish to engage. The Rivers Project Operations Manager, or designated representative, will have approval authority for day-to-day activities, including, but not limited to, proposals for provision of services and matters concerning sales to the public.

B. Use of Government Facilities

1. Should the Foundation, as part of its cooperative activities, require the use of Corps facilities

within the Rivers Project Area, including the National Great Rivers Museum, Regional Visitor Center at Melvin Price Locks and Dam, the Corps agrees, that in recognition of the services the Foundation is contributing to the Corps, to provide at no cost to the Foundation such facilities, utilities, janitorial services, and routine and general maintenance when incidental to the normal operation of the facility by the Corps.

2. Should the Foundation require facilities, utilities, and services over and above what the government would normally require for operation of the facility, or area utilized by the Foundation, such facilities, utilities or services shall be provided by the Foundation, or the Corps will be reimbursed at an agreed upon, but nominal cost, if any, in recognition of the services that the Foundation is contributing to the Corps.
3. Should a real estate instrument be necessary for exclusive use of government owned real property, it will be a separate document.

3. FOUNDATION RESPONSIBILITIES

A. Corporate Requirements

1. The Foundation's Articles of Incorporation and By-laws shall comply with the requirements of the state in which the Association is incorporated. Non-profit 501(c)(3) status must be maintained in accordance with state and Federal laws. The Foundation will make available for inspection, at the request of the Corps, documents demonstrating non-profit status.
2. This agreement will automatically terminate if non-profit 501(c)(3) status is not maintained.
3. The Foundation shall have liability insurance which indemnifies, saves, holds harmless, and defends the United States against all fines, claims, damages, losses, judgements and expenses arising out of, or from any omission, or activity of the Foundation in connection with activities under this Agreement.

4. The Foundation will exercise reasonable care to prevent damage to any Government property used, or occupied during its operation and shall, insofar as possible, protect all such property.

B. Interpretive Activities:

1. The Foundation may offer educational and interpretive services that support the mission of the Corps and/or the project. This includes assisting, planning, designing, implementing and conducting interpretive and educational programs, activities, and exhibits. All such services shall be coordinated with the Rivers Project Operations Manager or designated representative.
2. All interpretive and educational programs and literature engaged in by the Foundation must meet Corps standards and be approved by the Corps prior to being made available to the public.
3. The Foundation will cooperate with the Corps in the following activities:
 - a. Produce and make available to visitors by sale or free distribution, suitable interpretive and educational literature and aids to increase the visitors understanding and appreciation of the natural history, cultural, historical, and man-made features of the Mississippi River regional area and the Corps.
 - b. Acquire specimens and/or objects pertaining to the history, cultures, environment, or recreational activities of the Mississippi River regional area for the purpose of adding them to the exhibitry or programs at the National Great Rivers Museum, and assist in preservation programs as appropriate.
 - c. Assist in the development and improvement of interpretive devices, and educational materials including signs, exhibits, materials, and audio-visual aids.
 - d. Assist in the sponsorship and coordination of professional workshops, training opportunities and special events.
 - e. Assist and promote in all practical ways the interpretive, educational and community programs of the Corps and the Mississippi River regional area for the benefit of the American public.

C. Sales Option

1. As part of this Agreement, the Foundation may independently, or in the alternative through a third party agent, operate a sales area. If the Foundation opts to operate this service through a third party agent, all contracts and/or agreements by and between the Foundation and such third party agent shall be subject to review and approval by the Corps prior to execution. Any further reference in this Section 3.C to the "Foundation" shall mean the Foundation or its designated and approved third party agent.
2. Revenues obtained through such sales shall be maintained by the Foundation and used by the Foundation in support of Corps programs by donations of materials, supplies, and/or services.
3. The Foundation is hereby authorized to sell and/or distribute interpretive and educational items such as publications, maps, audiovisual aids, handicrafts, and other objects directly related to the interpretive and educational themes of the National Great Rivers Museum and region. The Corps may request the Foundation to sell specific items of interpretive value.
4. The Foundation shall order, receive, inventory, stock, and otherwise manage all items offered for sale and/or distribution.
5. All items proposed for sale by the Foundation shall be reviewed and approved by the Corps. The Foundation will not sell any item that has not been expressly approved in writing by the Corps. The Board of the Foundation will also approve each item according to Internal Revenue guidelines.
6. The rates and prices charged by the Foundation shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The Corps shall have the right to review such rates and prices and require an increase or reduction where it is determined that the objective of this paragraph has been violated. The Corps may require submission of a schedule of the rates and prices at any time.

7. The Foundation will not sell any original artifacts, sacred items, or antiquities to which the Archeological Resource Protection Act, as amended, would apply, whether or not such items were discovered on lands owned or controlled by the United States.
8. The Foundation will display the sales items in good taste and in keeping with the general design and decor of the facility which houses the sales area. Any space occupied by the Foundation must be approved by the Corps with regards to display design and general decor. All display cases, shelving, brochure racks, etc. will be the responsibility of the Foundation and will be kept clean and presentable at all times.

D. Fiscal Management

1. The Foundation will conduct its fiscal operations in accordance with accepted business practices. This includes the appropriate use of a funds accountability system, purchase orders, receipts, invoices, and inventory records.
2. The Foundation shall annually submit (within 135 days following the end of each fiscal year) a complete financial report, which includes a written summary of Foundation activities for the year.
3. The Corps may review the fiscal records of the Foundation at any time during the term of this Agreement.

4. JOINT RESPONSIBILITIES

A. Annual Meeting

The Foundation and the Corps shall meet annually to discuss prior completed activities and proposed projects that will be carried out by the Foundation for joint Corps/Foundation benefit. A business plan shall be presented by the Foundation at such annual meeting to identify funds, labor, materials and equipment available for implementation of projects conducted pursuant to this Agreement.

B. Donation of Interpretive Services and Materials

1. The Foundation may, at the discretion of its Governing Board, loan materials and/or services to the Corps. The Corps reserves the right to accept or decline without obligation, any service or loan by the Foundation.
2. The Corps will take reasonable precautions to protect items loaned by the Foundation, but assumes no other responsibility for these items. The Corps will return loaned property or items as requested by the Foundation.

C. Personnel

1. The Foundation and the Corps shall each designate, in writing, a Foundation member and a Corps employee and alternate who will act as points of contact for the purpose of implementing this Agreement.
2. The Foundation will provide such personnel as are reasonably necessary to conduct, operate and manage its cooperative activities. This does not preclude Corps personnel, during the course of their normal duties, from assisting the Foundation with nominal duties.
3. Corps employees may not serve in a voting capacity on the governing board, or as Treasurer for the Foundation. Corps employees may serve in an advisory capacity on the Foundation's governing board or committees. Corps employees may not act as the official representative of the Foundation in any matter relating to the Corps, or the terms of this Agreement. However, if the Foundation has a membership program, Corps employees may join and participate in membership activities.
4. The Corps will orient all Foundation personnel, staff and/or volunteers with regard to Corps rules, regulations, and requirements, particularly with regard to the project and facilities, safety, and appropriate emergency procedures. Foundation staff and volunteers involved in visitor contact will receive additional orientation in regard to interpretive services. All orientation will be conducted prior to assumption of duties.

5. Foundation employees or volunteers may not wear the Corps uniform, or items of clothing that resemble the uniform. Employees and volunteers of the Foundation, when working at duties that bring them into contact with the public will wear a name tag that identifies them as a Foundation employee or volunteer.

5. ASSIGNMENT

No transfer or assignment of this Agreement or any part thereof or interest therein, directly or indirectly, voluntary or involuntary shall be made by the Foundation unless approved in writing by the Corps.

6. MODIFICATIONS AND AMENDMENTS

Modifications and amendments to this agreement in the form of Supplemental Agreements may be made from time to time upon the mutual written consent of the District Commander for the Corps and the Board of Directors of the Foundation.

7. DURATION

This agreement shall be effective for five years commencing on the day following the ratification of this agreement by the Corps. This agreement will automatically renew for another five-year period unless either party gives notice of cancellation before the date of renewal.

Either party reserves the right to terminate the agreement or any parts thereof, at any time upon 90 days written notice. Prior to giving such notice, the party seeking termination will meet with the other party to set forth the reasons for such termination.

In the event of such a termination, any monies, supplies, or other assets of the Foundation that have not yet been transferred to the Corps shall remain the property of the Foundation, to be managed in accordance with the by-laws of the Foundation.

8. MISCELLANEOUS

- A. The rights and benefits conferred by this Agreement shall be subject to the laws of the United States and to the rules and regulations promulgated thereunder whether now in

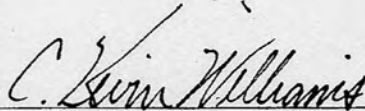
force or hereafter enacted or provided; and the mention of specific restrictions, conditions, and stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulation and control by the Corps.

- B. The Foundation agrees that all its activities shall be conducted in accordance with all applicable laws and regulations, both state and Federal.
- C. This agreement in no way obviates the responsibilities of the Corps, or the Foundation as may be required by a Lease Agreement. In situations where the Foundation leases facilities or areas from the Corps, this Agreement would automatically become null and void upon termination or cancellation of the Lease Agreement.

IN WITNESS WHEREOF, the Corps has caused this agreement to be ratified this 3rd day of September, 2003.

United States Army Corps of Engineers

By

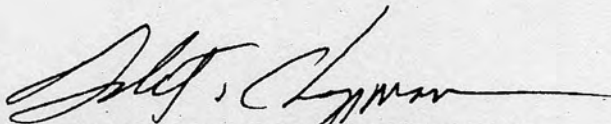


C. Kevin Williams
Colonel, U.S. Army
District Engineer

IN WITNESS WHEREOF, the Foundation has caused this agreement to be executed this 9th day of Sept., 2003.

Meeting of the Rivers Foundation

By



Dale T. Chapman
Chairman, Board of Directors